

EX PARTE OR LATE FILED

**K**AISERMAN MANAGEMENT COMPANY, INC.

Suite 300, 201 South Eighteenth Street

Philadelphia, PA 19103

(215) 546-2665

FAX (215) 546-6828

July 9, 1996

EX PARTE OR LATE FILED

RECEIVED

JUL 10 1996

FOO L BOC

William F. Caton, Acting Secretary  
Federal Communications Commission  
1919 M Street, NW, Room 222  
Washington, DC 20554

RE: RESTRICTIONS ON OVER-THE-AIR RECEPTION DEVICES, CS DOCKET NO. 996-83; AND PREEMP-  
TION OF LOCAL ZONING REGULATION OF SATELLITE EARTH STATIONS, IB DOCKET NO. 95-59/

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

Kaiserman Management Company, Inc., owns and operates multi-unit, residential apartment buildings. Consequently, we have entered into hundreds of leases with our residents. We are concerned that our leases might contain terms that are "nongovernmental restrictions" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances.

Accordingly, we enclose a copy of one of our representative lease forms. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,



Kenneth S. Kaiserman

KSK/ahz

Enclosures

**RITTENHOUSE CLARIDGE, L.P.  
RESIDENTIAL LEASE CONTRACT**

OWNER: RITTENHOUSE CLARIDGE, L.P.

RENTAL REGISTRATION LICENSE #E93775

LESSOR: RITTENHOUSE CLARIDGE, L.P.  
201 S. 18TH STREET  
PHILADELPHIA, PA 19103

TELEPHONE #: 215-546-2525

LESSEE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

LEASED PREMISES: \_\_\_\_\_

\_\_\_\_\_

LESSEE/CO-SIGNER: \_\_\_\_\_

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BEGINNING DATE  
(SAME AS MOVE-IN  
DATE) OF THIS LEASE: \_\_\_\_\_

ENDING DATE  
OF THIS LEASE: \_\_\_\_\_

TERM OF THIS LEASE: \_\_\_\_\_ YEARS \_\_\_\_\_ MONTHS \_\_\_\_\_ DAYS

PRORATED RENT  
FROM MOVE-IN DATE  
TO FIRST OF MONTH: \$ \_\_\_\_\_

MONTHLY BASE RENTAL  
INSTALLMENTS DUE ON  
FIRST OF EACH MONTH: 1ST MONTH \_\_\_\_\_ THRU \_\_\_\_\_ MONTH \$ \_\_\_\_\_  
MONTH \_\_\_\_\_ THRU \_\_\_\_\_ MONTH \$ \_\_\_\_\_

TOTAL RENT OF LEASE: \$ \_\_\_\_\_

RESIDENTIAL USE ONLY: \_\_\_\_\_ ADULTS  
\_\_\_\_\_ CHILDREN

SECURITY DEPOSIT: \$ \_\_\_\_\_

ADVANCED RENT: \$ \_\_\_\_\_

MOVE-IN DATE: \_\_\_\_\_

LATE CHARGE:  
(See Paragraph 19) - 10% of monthly rent

DISHONORED CHECK FEE: \$ \_\_\_\_\_

INITIAL LESSOR: \_\_\_\_\_

INITIAL LESSEE: \_\_\_\_\_

THIS IS AN IMPORTANT DOCUMENT. PLEASE BE SURE YOU HAVE READ IT CAREFULLY AND FULLY BEFORE SIGNING. THERE ARE NO OTHER PROMISES, AGREEMENTS, OR STATEMENTS THAT YOU ARE RELYING ON IN ENTERING INTO THIS LEASE, EXCEPT AS FOLLOWS. (IF THERE ARE NONE, WRITE "NONE"). ANY PROMISE, STATEMENT OR EXPLANATION THAT YOU WERE RELYING ON THAT IS NOT CONTAINED IN THIS LEASE MUST BE EXPRESSLY WRITTEN IN THE SPACE BELOW IN ORDER TO BE ENFORCEABLE. IF LESSOR AGREES, LESSOR MUST INITIAL. IF LESSOR DOES NOT AGREE, LESSOR MUST STRIKE IT OUT AND INITIAL THE STRIKE OUT.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ALL ATTACHED RIDERS ARE PART OF THIS LEASE

SIGNATURE

LESSEE: \_\_\_\_\_ LESSOR: \_\_\_\_\_

LESSEE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

LESSEE/CO-SIGNER: \_\_\_\_\_

LESSEE/CO-SIGNER: \_\_\_\_\_

1. **LESSOR'S CONSIDERATION TO LESSEE FOR PROMISES TO PAY AND OTHER PROMISES CONTAINED IN THIS LEASE:**

INTENDING TO BE LEGALLY BOUND, Lessor gives to Lessee the right to use and possess the described apartment with the expectation that repairs will be made (by Lessor) within a reasonable period of time as set forth in the paragraph relating to Lessor's obligation to repair.

2. **LESSOR'S OBLIGATION TO REPAIR:**

- a) Lessor shall have the obligation to maintain the apartment in a safe, sanitary and habitable condition during the term of this Lease or any renewal or extension period. Lessee shall have the obligation to keep the apartment clean and free from all ashes, dirt and other refuse matter, to pay for the cost of repairing any damage caused by Lessee or Lessee's invitee's, whether caused negligently or otherwise.
- b) At all reasonable times, Lessor, by itself or its authorized agents, may make repairs, alterations and additions to the apartment or to the building of which the apartment is a part.
- c) **IN THE EVENT OF A NEED FOR A REPAIR, LESSEE SHALL NOTIFY LESSOR IN WRITING OF THE NEED FOR REPAIR. SUCH REQUEST FOR REPAIR SHALL BE AUTHORIZATION FOR THE LESSOR TO ENTER THE APARTMENT TO MAKE REPAIR.**
- d) Such repair shall be made within a reasonable period of time, depending upon the urgency of the repair, the type of repair and the surrounding circumstances.
- e) Lessee shall be responsible for the actual cost of any repair made necessary by any act of the Lessee or Lessee's invitees, and shall reimburse the Lessor within ten (10) days after Lessor submits a bill for the costs of such repair.
- f) Lessee shall provide Lessor with access, during reasonable business hours, to make such repair.
- g) Lessee shall not be entitled to make any deduction whatsoever for cosmetic repairs, or any repairs not essential to the safe and sanitary habitability of the apartment. In the event of default of any of the above terms, Lessee shall pay a minimum of \$100.00 as agreed to damages. Such default is a violation of the Lease and other remedies set forth in this Agreement may be invoked.
- h) Lessor has the right and obligation to suspend utility service and any other service (including elevator service) in order to do maintenance repair or to protect the property of the Lessor or the Lessee from damage.

3. **TENANT INSURANCE: LESSOR NOT RESPONSIBLE FOR ANY DAMAGE TO LESSEE'S PROPERTY OR FOR ANY NON-BODILY INJURY EVEN IF CAUSED BY LESSOR'S NEGLIGENCE, OR THE NEGLIGENCE OF LESSOR'S AGENTS AND/OR EMPLOYEES.**

- a) Lessee shall purchase a **TENANT'S INSURANCE POLICY**, covering Lessee's property, from a reputable insurance company. Lessee shall provide Lessor with a Certificate of Insurance from the insurance company, as evidence that this insurance is in full force and effect, and shall be paid for by Lessee during the term of this lease, or for any renewal term.
- b) **THE LESSOR WILL NOT BE RESPONSIBLE FOR ANY NON-BODILY INJURY OR NON-BODILY DAMAGES, SPECIFICALLY, LESSOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO FURNITURE, EQUIPMENT AND/OR OTHER MOVEABLE PROPERTY OR ANY CONSEQUENTIAL DAMAGE (SPECIAL OR INDIRECT) FORESEEABLE OR UNFORESEEABLE INCURRED BY LESSEE, LESSEE'S INVITEES OR PERSONS ON PREMISES WITH LESSEE'S KNOWLEDGE OR CONSENT THAT WOULD BE COVERED BY SUCH A POLICY OF INSURANCE, WHETHER SUCH DAMAGE IS A RESULT OF LESSOR'S NEGLIGENCE, THE NEGLIGENCE OF LESSOR'S AGENTS OR INVITEES, OR FOR ANY OTHER REASON WHATSOEVER.**

Nothing in this paragraph changes the Lessor's obligation to make the necessary repairs upon reasonable notice by Lessee, as set forth elsewhere in this Lease, but the liability is limited to making the repairs within a reasonable period of time and Lessor does not incur any liability for property damage or consequential loss for the failure to make the repair in a timely manner.

- c) Lessor shall not be liable to Lessee's insurance company for reimbursement of payments to Lessee or any third party due to Lessee's transfer of its claims and rights to said insurance company.
- d) **LESSOR SHALL NOT BE LIABLE (BY WAY OF SUBSTITUTION OR OTHERWISE) TO LESSEE (OR TO ANY INSURANCE COMPANY WHICH INSURES LESSEE WHICH LESSEE TRANSFERS ITS CLAIMS AND RIGHTS TO SAID INSURANCE COMPANY IN EXCHANGE FOR A DIRECT PAYMENT BY SAID COMPANY) FOR LOSS OR DAMAGE OF ANY KIND EVEN THOUGH SUCH LOSS OR DAMAGE MIGHT HAVE BEEN OCCASIONED BY THE NEGLIGENCE OF LESSOR, HIS AGENTS, OR EMPLOYEES, IF, AND TO THE EXTENT, ANY SUCH LOSS OR DAMAGE IS COVERED BY LESSEE'S INSURANCE.**

4. **LESSEE'S LIABILITY FOR NEGLIGENCE AND LESSEE'S OBLIGATION TO OBTAIN PUBLIC LIABILITY INSURANCE. LESSEE'S LIABILITY POLICY SHALL INCLUDE PROTECTION OF**

**LESSOR FOR ANY CLAIM MADE AGAINST LESSOR AS A RESULT OF LESSEE'S NEGLIGENCE:**

- a) Lessee agrees to pay the Lessor any cost incurred by Lessor's result of any act or failure to act by the Lessee, Lessee's agents or anyone on the premises with Lessee's permission.
- b) Lessee shall maintain, as part of Lessee's Tenant's Insurance, Public Liability Insurance of not less than One Hundred Thousand Dollars (\$100,000.00) and Fifty Thousand Dollars (\$50,000.00) for property damage.
- c) Lessee shall have as part of Tenant's Insurance an amount of not less than Three Hundred Thousand (\$300,000.00) Dollars for bodily injury and Two Hundred Fifty Thousand (\$250,000.00) Dollars for property damage. Lessor shall be named as an insured and shall be given a copy of the original and any renewal policies.

**5. ANY MODIFICATION OF THIS LEASE MUST BE IN WRITING:**

**THE LEASE AND ALL RIDERS CAN ONLY BE CHANGED, MODIFIED OR AMENDED IN WRITING SIGNED BY LESSOR. ONLY THE MANAGER HAS THE AUTHORITY TO CHANGE, MODIFY OR AMEND THIS LEASE AND SUCH CHANGE, MODIFICATION OR AMENDMENT MUST BE IN WRITING SIGNED BY HIM/HER. LESSEE SHALL NOT RELY ON ANY ORAL STATEMENT BY THE MANAGEMENT OF THE PROPERTY OR ANY OF ITS EMPLOYEES. NO ONE ON BEHALF OF MANAGEMENT IS AUTHORIZED TO MODIFY, OR CHANGE TERMS OR CONDITIONS OF THIS LEASE.**

It is specifically agreed and understood by the parties that no evidence of any oral or written statement except those **SIGNED BY THE PARTIES** and containing the words "INTENDING TO BE LEGALLY BOUND", can modify or amend the terms of this lease.

**THE PROVISIONS OF THIS PARAGRAPH CANNOT BE WAIVED BY CONDUCT OF EITHER LESSOR OR LESSEE.**

**6. NOTICES:**

- a) All notices from Lessor to Lessee must be sent by first class mail or may be hand delivered.
- b) All notices from Lessee to the Lessor shall be sent by Certified Mail and such receipt shall be the sole evidence permitted to be introduced in any court hearing as evidence of notice. This provision cannot be waived by words or conduct of the Lessor.
- c) **IF THERE SHALL BE MORE THAN ONE LESSEE, ANY NOTICE REQUIRED OR PERMITTED BY THE TERMS OF THIS LEASE MAY BE GIVEN BY OR TO ANY ONE PERSON, AND SHALL HAVE THE SAME FORCE AND EFFECT AS IF GIVEN BY OR TO ALL PEOPLE WHO SIGNED THE LEASE AS THE "LESSEE."**

**7. NINETY DAYS NOTICE TO TERMINATE AT ENDING DATE MUST BE GIVEN BY EITHER PARTY. NON-RESPONSE BY LESSEE TO LESSOR'S RENEWAL NOTICE AUTOMATICALLY RENEWS THE LEASE ON THE TERMS AND CONDITIONS SET FORTH IN LESSOR'S RENEWAL NOTICE:**

- a) If either party wants to terminate this lease at the ending date, such person shall give the other **AT LEAST** ninety (90) days notice prior to the **ENDING DATE**. If Lessor gives Lessee notice of intent to renew the lease on different terms, Lessee shall have ten (10) days from such notice to accept or reject the offer of renewal.
- b) **Should the Lessee not respond within ten (10) days to a notice of renewal and/or fail to give ninety (90) days notice of termination prior to the ENDING DATE of this Lease, the lease shall be renewed on the terms and conditions of the RENEWAL NOTICE.**
- c) If neither party gives timely notice of renewal or termination, then the lease shall continue on year to year basis and either party may terminate the lease by giving the other ninety (90) day **WRITTEN** notice or change the terms of the lease upon giving the other party ninety (90) day **WRITTEN** notice before the end of the current year's term.
- d) There is no right by Lessor or Lessee to terminate this lease prior to the **ENDING DATE** except for default of the other party.

**8. SECURITY DEPOSITS - LESSEE RESPONSIBLE FOR REPLACEMENT COST OF DAMAGE IN OR TO THE APARTMENT:**

- a) At the time of the signing of the lease (or at the time Lessee applied for an apartment), the undersigned Lessee(s) shall pay to Lessor Security Deposit to be held as security for damage to the apartment. After the second anniversary of this lease, Lessee shall be entitled to interest on sums in excess of \$100.00 at the rate offered by Savings and Loan banks in the Philadelphia area, as Lessor may select from time to time, less a one percent (1%) per annum service charge. The Security Deposit and interest will be paid in accordance with State Law, provided tenant has complied with his/her/their obligations under this Lease.
- b) The Security Deposit shall be returned to the Lessee **THIRTY (30) DAYS** after the Lessee has

vacated the apartment or if the Lessee has paid the full rent and has not caused any damage to the apartment or to the premises in which the apartment is located and has supplied a forwarding address. **LESSEE ACKNOWLEDGES AND AGREES THAT THE AMOUNT OF \$\_\_\_\_\_ SHALL BE DEDUCTED FROM THE SECURITY DEPOSIT TO BE RETURNED SO THAT LESSOR MAY SHAMPOO ALL CARPETING WITHIN THE APARTMENT AFTER LESSEE VACATES. PROVIDED HOWEVER, SHOULD LESSEE BEFORE THE DATE IT VACATES THE APARTMENT, PROFESSIONALLY SHAMPOO ALL CARPETING AND THE SHAMPOOING MEETS WITH THE APARTMENT MANAGER'S APPROVAL, THEN THE ABOVE \$\_\_\_\_\_ WILL NOT BE DEDUCTED FROM THE SECURITY DEPOSIT.**

- c) **LESSEE SHALL BE RESPONSIBLE FOR THE REPLACEMENT VALUE OF ANY DAMAGE TO THE PROPERTY, I.E., CARPETING, FLOORING, WALLPAPER, AND APPLIANCES. AND FOR THE ACTUAL COST TO THE LESSOR FOR ANY REPAIR TO THE DAMAGE TO THE APARTMENT (UNLESS SUCH DAMAGE WAS CAUSED BY LESSOR). LESSEE SHALL HAVE THE BURDEN OF PROVING THAT LESSOR CAUSED THE DAMAGE TO OR IN THE APARTMENT.**
- d) If there is more than one resident Lessee, then the Security Deposit will be returned as **Lessor may elect:** (i) in one check payable to all Lessees; or (ii) proportionately to each resident Lessee; for example, if there are two Lessees, then two equal checks (totalling the entire Security Deposit) will be sent to each resident Lessee. This procedure will be followed unless the Lessees give the Lessor written notice signed by all resident Lessees.
- e) If the Lessor intends to deduct for physical damage to the apartment, Lessor shall provide to the Lessee, no later than thirty (30) days from the termination of this lease, an itemized list of physical damages and tender the amount of the difference, if any, between the amount of the Security Deposit and the cost of repairing the physical damage.
- f) **AT OR BEFORE THE LEASE ENDS, LESSEE MUST SUPPLY TO LESSOR A FORWARDING ADDRESS IN WRITING AND DELIVER THE KEYS TO THE APARTMENT. LESSEE MUST OBTAIN A RECEIPT FOR THE KEYS AND FOR THE FORWARDING ADDRESS. THE PROVISIONS OF THIS PARAGRAPH CANNOT BE WAIVED BY CONDUCT OF EITHER LESSOR OR LESSEE.**
- g) Lessee agrees to notify Lessor in writing of any items not operating correctly in the apartment within three (3) days from the date of occupancy. If Lessee fails to advise Lessor in writing within said three (3) day period, Lessee agrees that the apartment and all equipment within is in good and satisfactory condition; **LESSEE AGREES THAT FAILURE TO FILE SUCH STATEMENT SHALL BE ABSOLUTE PROOF THAT THERE WERE NO DEFECTS OF NOTE IN THE APARTMENT.** Lessee must obtain acknowledgement from Lessor of this list of defects to indicate Lessor actually received said list. **THE PROVISIONS OF THIS PARAGRAPH CANNOT BE WAIVED BY CONDUCT EITHER LESSOR OR LESSEE.**

**9. PAINTING EXPENSE:**

If the Lessee vacates the apartment, in violation of this Lease, either during the first year or any following renewal or extension term, Lessee shall be required to pay the sum of \$150.00 towards the expense of repainting and redecorating as agreed to damages.

**10. UTILITY USAGE - SEPARATE METERS:**

- a) **Lessor shall pay for all electricity and/or gas consumed and/or supplied to the apartment, subject to the pass-through of certain expenses which is completely described in the following paragraph 10(b).**
- b) Lessee acknowledges that Lessor does not supply telephone lines or telephone cable; it is Lessee's responsibility to contact Bell Atlantic - PA should it desire telephone service. Lessee shall pay said telephone service provider any and all costs for this service.
- c) 1. Lessee agrees to pay annually as set forth below additional rent over and above the rental otherwise payable herein an amount which \_\_\_\_\_% of the total increase, if any, in Lessor's expenses as defined below in connection with the ownership and operation of the land the building of which the demised premises is a part over such expenses for the annual period ending December 31, 19\_\_\_\_\_. Lessor's expenses for this purpose shall be the following:
  - (i) Real estate taxes and other charges, fees and assessments charged or imposed by any governmental authority, municipal, county, state or federal, including but not limited to license charges, general business taxes, gross receipts taxes, institutional taxes, mercantile taxes, occupancy taxes and pay roll taxes; and
  - (ii) Utility costs, including but not limited to electricity, fuel oil, gas and water and sewer expenses; and
  - (iii) Insurance premiums for fire and extended coverage, theft, burglary, boiler, rent, business interruption, workmen's compensation, comprehensive auto and general liability insurance and fidelity bonds paid or payable by Lessor with respect to such coverage by Lessor for the premises of which the leased premises is a part.
- 2. (a). Lessor may notify Lessee of the amount of any such increase as determined by Lessor's

regularly employed Certified Public Accountant after December 31st of each calendar year within a reasonable time after such information is available, and Lessee agrees to pay such increase within ten (10) days after the date of receipt of notification of the amount due. Amounts due under this paragraph shall be appropriately apportioned and pro-rated for any portion of the calendar year for which this Lease is in force. Lessor may, at its option, defer billing for such additional rent for such period as it deems appropriate and Lessee shall remain liable for this amount.

(b). In the event that Lessee shall move from the apartment before the determination of the amount due, Lessee shall pay to Lessor an amount determined by Lessor at that time to be the approximate amount that would be due for such additional rent, or at Lessor's election, Lessee grants Lessor the authority to withhold such estimated amount from the security deposit paid by Lessee. In the event that it is determined thereafter that the amount withheld or paid by Lessee is in excess of the amount due, Lessor shall promptly pay to Lessee such excess. If the amount withheld is less than the amount due, Lessee agrees promptly to remit the deficiency to Lessor upon demand.

(c). Lessor shall furnish to Lessee on request a certified statement by the Certified Public Accountant regularly employed by Lessor of the accuracy of the determination of the amount due.

**11. LESSOR IS LIABLE FOR BODILY INJURY UNDER CERTAIN CIRCUMSTANCES ONLY:**

- a) Lessor has no responsibility to Lessee, Lessee's employees, agents or invitees for damages of any kind, (except for bodily injury), including but not limited to any damages to furniture, equipment and/or other moveable property or business interruption.
- b) **LESSOR IS LIABLE FOR BODILY INJURY CAUSED BY LESSOR'S NEGLIGENCE OR THE NEGLIGENCE OF LESSOR'S EMPLOYEES AND DETECTIVE OR DANGEROUS CONDITIONS ON THE PROPERTY WHICH LESSOR HAS ACTUAL KNOWLEDGE OR SHOULD HAVE HAD KNOWLEDGE OF SUCH.**
- c) If Lessee has actual knowledge or should have had knowledge of any dangerous or defective condition on the Property, Lessee shall immediately notify Lessor, by hand delivery of a notice to Lessor, which is acknowledged to be received, or by Certified Mail, return receipt requested, or by Telegram, of such dangerous or defective condition.
- d) If the defective or dangerous condition remains un-repaired, after Lessee has given Lessor notice at least ten (10) days to so repair, Lessee may, upon additional ten (10) days notice to Lessor repair the defective or dangerous condition and shall be entitled to reimbursement from Lessor, provided that the repair is otherwise the responsibility of the Lessor. **TENANT IS RESPONSIBLE FOR PAYING THE FIRST TWENTY-FIVE (\$25.00) DOLLAR COST OF ANY AND ALL REPAIRS.**
- e) Should the Lessee fail to notify Lessor of any dangerous or defective condition, Lessee shall assume the risk of any bodily injury to himself/herself, Lessee's agents, employees, invitees and any third persons, and shall be fully responsible for damages arising from such personal injuries.
- f) If the dangerous or defective condition is of an emergency nature in which it is impractical to give notice to Lessor, Lessee shall immediately make such repairs at Lessee's expense. Should the Lessee fail to make such repairs, Lessee will be responsible for all bodily injury arising from such dangerous or defective condition.
- g) Nothing in this provision shall require Lessor to reimburse Lessee for the costs of any such repairs if Lessor does not otherwise have such obligation to make such repairs.
- h) Under no circumstance shall Lessor have any liability to Lessee, its agents or employees for any defective or dangerous condition within the leased apartment itself; Lessor's responsibility for bodily injury relates only to defective or dangerous conditions in the public areas of the Property or defective or dangerous condition of the structure itself.

**12. CRIMINAL ACTS OF THIRD PARTIES/PHYSICAL SECURITY:**

- a) Lessor is not responsible for physical security of the Property or for the intentional and/or criminal acts of third parties on or near the Property, or in any apartment. Lessor does not undertake to provide security guards, bars on windows or other similar security devices.
- b) All security problems should be immediately reported to the police.
- c) **RESIDENTS SHALL ACT IN A MANNER NECESSARY TO PROTECT THEIR OWN SECURITY, OR THE SECURITY OF THEIR GUESTS OR FAMILIES, AND MAY BE RESPONSIBLE TO OTHER RESIDENTS AND/OR TO MANAGEMENT FOR ACTING IN A MANNER THAT JEOPARDIZES THE SAFETY OF OTHER LESSEES, THEIR GUESTS AND/OR INVITEES.**

**13. LESSEE'S OBLIGATIONS:**

Lessee shall have the following obligations:

- a) To keep the apartment clean and sanitary so as to avoid a condition causing infestation by roaches or other insects or vermin;
- b) To use every reasonable precaution against fire, water damage, vandalism, criminal activity, or other casualty;
- c) To periodically inspect the apartment, including, but not limited to all appliances, all lighting fixtures, all fuse boxes, all smoke detectors, sidewalks, hallways, passageways and all other visible portions of common areas used by Lessee, including elevators;
- d) **To give Lessor prompt written notice of any dangerous or defective condition;**
- e) To give Lessor prompt written notice of any accident, fire or damage on or to the apartment, or on or to any public area of which Lessee has or should have knowledge;
- f) To comply with all of the requirements of the governmental authorities and with the terms of any state, federal statute or local law or regulation applicable to the lease;
- g) To use and occupy the apartment for residential purposes only;
- h) To permit to reside in this apartment for more than one (1) week only persons who have completed (or noted in the case of minors) a Lessor's Rental Application and have been approved and accepted by Lessor. Lessor shall apply the same set of standards Lessor applies to any new additional and/or replacement occupant;
- i) Not to act in any manner, nor permit any person on the Property with Lessee's permission, to act in a manner that will interfere with any other lessee's peace, quiet, safety or health or interfere with any right of the Lessor. Not to permit any criminal activity to be conducted on the Property;
- j) To allow Lessor access at reasonable times to make repairs and/or inspect the apartment;
- k) To replace all burnt out light bulbs in the apartment;
- l) To use all appliances, bathroom and toilet facilities and all plumbing and electrical systems in a proper manner. Lessee will pay to Lessor the cost of any repair or service, or the cost of any service call resulting from Lessee's misuse, abuse or failure to inform;
- m) To carefully read and fully comply with all terms and conditions of this Lease Agreement;
- n) To maintain a **TENANT'S INSURANCE POLICY** and provide a policy and/or other appropriate evidence of such insurance to Lessor;
- o) To comply with all rules and regulations of the complex as currently in effect or as may be amended.

#### 14. RULES AND REGULATIONS

These Rules and Regulations and any alternatives, additions and/or modification thereof as may from time to time be made by the Lessor shall be considered a part of this Lease. The Lessee agrees that these Rules and Regulations and all alternatives, additions and modifications shall be faithfully observed by the Lessee, the employees of Lessee and all persons invited by Lessee into said Property.

- a) The public halls and stairways shall not be obstructed or used for any other purpose than for entry to and exit from the apartments
- b) The fire escape shall not be obstructed.
- c) No trash can, garbage can, woodbox, kitchen supplies, ice container, or other articles shall be placed in the halls, service rooms or on the staircase landings, nor shall anything be hung from the windows, balconies or placed upon the outside window sills. Neither shall any tablecloths, clothing, curtains, rugs or other articles, be shaken or hung from any of the windows, doors or balconies.
- d) No baby carriages, velocipedes, bicycles or any large articles will be allowed in passenger elevators, or in the halls, passageways, areas or courts of the building.
- e) Children shall not play in the public halls, entrances, stairways, and elevators. Children shall not play on the roof of the Property other than in a Lessor-designated play area and with the child's parent or parent-authorized adult supervising. Children shall not play in pool areas (if any) without the child's parent or parent-authorized adult supervising.
- f) **No animals other than those permitted by Lessor shall be carried on the passenger elevators or kept in or about the apartment at any time, and no pets may visit the premises at any time.**
- g) The delivery of kitchen supplies, dry cleaning, market goods, towels, water, newspaper, other supplies and packages of every kind will be permitted only at the entrance provided therefor, and under the direction, control and supervision of the Lessor, and the Lessor will not be held responsible for the loss or damage of any such property, notwithstanding such loss or damage may occur through the carelessness or negligence of the employees of the building. **THE LESSOR WILL NOT BE RESPONSIBLE FOR ANY ARTICLE LEFT WITH ANY OF ITS EMPLOYEES OR AGENTS OR LEFT IN ANY PART OF THE BUILDING.**
- h) It is understood and agreed between Lessor and Lessee that laundry equipment including washing, drying, ironing, etc, as installed in the building, is available for use of Lessee at times designated by Lessor, there being no obligation on the part of the Lessor to make such service available. Rates for use of said equipment, payable by Lessee as used, are intended to be



reasonable and are subject to change as conditions may require. Lessor reserves, however, the right to restrict the use to any times or days of the week. **LESSEE HEREBY WAIVES ANY CLAIM AGAINST LESSOR FOR ANY DAMAGE TO PROPERTY BY REASON OF THE USE OF OR OPERATION OF LAUNDRY EQUIPMENT.** Lessee shall use such equipment in a careful manner and shall avoid any damage to or destruction of the same and shall be responsible for all clean-up repairs to and replacements of the same required as a result of any act or neglect of Lessee.

- i) **NO LESSEE SHALL MAKE OR PERMIT ANY DISTURBING NOISES AND/OR VIBRATIONS TO BE MADE IN THE BUILDING BY LESSEE, MEMBERS OF LESSEE'S FAMILY, GUESTS, AGENTS, SERVANTS OR LICENSEES; NOR DO OR PERMIT ANYTHING TO BE DONE THAT WILL INTERFERE WITH THE RIGHTS, COMFORTS, OR CONVENIENCE OF OTHER TENANTS.**
- j) **NO LESSEE SHALL PLAY OR PERMIT TO BE PLAYED ANY MUSICAL INSTRUMENT, TELEVISION, RADIO, STEREO SYSTEM, CD PLAYER, COMPUTER WITH SPEAKERS, OR TAPE DECK IN SUCH A MANNER THAT WILL DISTURB THE OTHER OCCUPANTS OF THE PROPERTY.**
- k) The Lessee shall keep the apartment in good state of preservation and cleanliness and not allow any condition causing infestation by roaches or other insects or vermin.
- l) Lessee will not cause or permit objectionable odors to originate or be expelled from the apartment.
- m) Lessee shall not sweep or throw or permit to be swept or thrown from the apartment, any dirt or other substance into any of the corridors, halls, grounds, elevators or stairways of any other portion of the Property. The Lessee shall not throw or permit to be thrown anything whatsoever out of the windows of the building, or anywhere else from the building.
- n) Lessee agrees to comply with any trash and/or garbage recycling laws or regulation required by the local governmental or municipality. Lessee also agrees to comply with Lessor's rules and regulations concerning trash/garbage disposal and recycling which may be stricter than that required by law and/or regulations. Garbage, refuse and waste matter shall be disposed of at such times, in such places and in such manner as Lessor shall direct. Materials commonly known as "medical waste" shall not be placed in Lessor's trash; Lessee must properly dispose of these materials and pay for the cost of removal.
- o) No window shades or awnings shall be placed on any of the windows excepting those approved by Lessor or the manager of the Property and no awning shall be placed on any window without Lessor's prior written permission.
- p) Lessee shall not erect any outside aerials, wires or equipment in connection with any computer, radio or television or make any other outside installation.
- q) Any heating/air conditioning unit closets (which also may include a hot water boiler) within the apartment shall not be used as a storage area or for any other purpose by Lessee.
- r) **Lessee will not use the toilets, sinks, bathtubs or showers for any purpose other than that for which they were constructed or intended, nor shall any sweepings, rubbish, rags or any other articles be thrown into the same. Any breakage, stoppage, seepage or damage, whether occurring in or out of the apartment, resulting from a violation of this provision by Lessee or Lessee's employees, agents or invitees shall be borne by Lessee by whom or in whose apartment it shall have been caused.**
- s) Lessee shall cover at least eighty percent (80%) of all floors in the apartment, including all hallways and walkways, with rugs or carpets in order to minimize effectively noise disturbance to neighbors.
- t) Lessee will comply with all laws and ordinance rules and regulations of governmental authorities and recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, the Insurance Service Organization, or other similar body establishing standards for fire insurance rating with respect to the use or occupancy of the apartment by Lessee; and Lessee shall not keep or store kerosene, gasoline or any other similar chemical in the apartment at any time nor shall Lessee be permitted to keep or operate electric space heaters in the apartment unless the heater is an "oil filled radiator" (operated by electricity).
- u) Lessee shall alone be responsible for prevention of vandalism to the apartment, and for the prompt repair of the apartment damaged by any vandalism or by any defective locks or security devices.
- v) Neither Lessee, nor any of its invitees or guests shall use or sell any illegal or controlled substances, such as marijuana, cocaine, heroin or any methamphetamine or any other illegal substance (except pursuant to medical prescription). At no time shall any such controlled substances be sold, bartered, exchanged or given from one person to another on the Property and/or in the apartment for any reason whatsoever. It shall be a violation of this Lease if a search warrant for the sale or possession these substances or an arrest warrant for these substances is executed on the apartment by any law enforcement agency.
- w) Lessee shall not be permitted to keep guns, rifles, BB guns, explosives, fire crackers (or similar devices), air rifles, or firearms of any kind in the apartment at any time other than Lessees who are Federal, State or local policemen or law enforcement officers.
- x) Lessee shall not wash, clean, polish or repair any motor vehicle in any parking area, nor in any portion of the Property.

- y) Lessee shall not park or store or permit to be parked or stored in any parking areas, any van (with commercial license plates), camper, housecar, truck (with commercial license plates), trailer, recreational vehicle, motor home or disabled motor vehicle. Only automobiles with current registrations and inspection stickers will be permitted to park within Lessor's Property. All vehicles must be registered with the rental office. Lessor reserves the right to limit the number of automobiles Lessee may have on Lessor's Property.
- z) Lessor reserves the right to suspend or terminate any of these Rules and to make such other and further rules and regulations as, in Lessor's judgment, may from time to time be needful for the safety, care, maintenance, operation and cleanliness of the building and for the preservation of good order therein, which, when so made, a notice given to Lessee shall have the same force and effect as if originally made a part of the Lease. However, such other and further rules shall not conflict with the proper and rightful enjoyment of the apartment by Lessee under the Lease.

**15. PETS NOT PERMITTED**

Pets of any kind, especially, but not limited to, dogs and cats, are not permitted on the premises at any time except those permitted in writing by Lessor. In any event, Lessee will be responsible for all costs of removing any stains or odors caused by an animal on the premises including the replacement of carpeting, hardwood flooring, sub-flooring, and lost rental resulting from Lessor's inability to re-rent the premises because of a stain or smell.

**16. NUISANCE BY LESSEE OR LESSEE'S GUEST:**

- a) If any Lessee or any of Lessee's guests or invitees causes unreasonable interference with the peaceful and quiet enjoyment of another Lessee's apartment, the Lessor will institute a Landlord-Tenant action for eviction (which is a Court proceeding to remove Lessee from the apartment). In such an event, the complaining tenant must be ready, willing and able to appear to testify at the time of trial or to provide witnesses to the incident that gave rise to the complaint. The person testifying must have seen or heard and have direct knowledge of the incident that gave rise to the nuisance. Any incident must be immediately reported, in writing, to the Lessor so that the alleged wrongdoer can be notified to stop the improper conduct.
- b) Each Lessee is responsible for the behavior and conduct of his/her/their children, or any person invited by Lessee even though Lessee may have no direct control over said persons.
- c) A Lessee found responsible by a Court of Law or impartial arbitrator of having interfered with the peaceful and quiet enjoyment of another resident's home, may be liable for the loss sustained and legal fees incurred by Lessor to file the Complaint and shall be liable for compensatory damage and may be liable for punitive damages to the injured resident and/or Lessor.
- d) Lessee shall be responsible for the cost of any repair made necessary by any act of Lessee or Lessee's invitees and shall reimburse the Lessor within ten (10) days after Lessor submits a bill for the cost of such repair.

**17. ALTERATION AND REDECORATION:**

- a) The Lessee may not alter or redecorate the apartment unit without Lessor's written consent.
- b) Lessor shall have the right to inspect the apartment from time to time to determine whether it has been altered or redecorated without consent, or whether such alterations and redecoration, if done with consent, have been properly done in a good and workmanlike manner.
- c) Alterations and decorations include, but are not limited to:
  - (1) Painting the walls in any other color than the color originally applied by Lessor;
  - (2) Installation of wallpaper of any kind;
  - (3) Installation of paneling, flooring, carpeting, ceiling tiles or installing any other object drilled into or attached in any way to the floors, walls, doors, or ceilings of the apartment unit.

**18. AGREED TO DAMAGES FOR VIOLATION OF RULES AND REGULATIONS AND/OR LESSEE'S OBLIGATIONS UNDER THIS LEASE:**

LESSEE AGREES TO PAY LESSOR THE SUM OF ONE HUNDRED (\$100.00) DOLLARS AS AGREED UPON DAMAGES FOR THE VIOLATION OF ANY OF THE RULES AND REGULATIONS SET FORTH IN PARAGRAPH 14 OR ANY OF ITS OBLIGATIONS SET FORTH IN PARAGRAPH 13 OF THIS LEASE. THE PARTIES RECOGNIZE THAT IT IS DIFFICULT TO COMPUTE AND CALCULATE THE DAMAGES SUFFERED BY LESSOR AS A RESULT OF THE VIOLATIONS OF ANY OF THE ABOVE RULES AND REGULATIONS SET FORTH IN PARAGRAPH 14 OR OBLIGATIONS SET FORTH IN PARAGRAPH 13. LESSOR SHALL RETAIN THE RIGHT TO SEEK COMPENSATION FROM THE LESSEE FOR ACTUAL DAMAGES SUFFERED AS A RESULT OF THE VIOLATION OF THE RULES AND REGULATIONS SET FORTH IN PARAGRAPH 14 OR OBLIGATIONS SET FORTH IN PARAGRAPH 13 AND THE ABOVE AGREED TO SUM SHALL BE A MINIMUM PAYMENT AND SHALL NOT RELIEVE LESSEE FROM RESPONSIBILITY FOR ANY ACTUAL DAMAGES CAUSED BY THE VIOLATION OF THE RULES AND REGULATIONS OR ANY OF THE OTHER TERMS AND

CONDITIONS OF THIS LEASE.

**19. LATE CHARGES AS AGREED TO DAMAGES:**

Lessee acknowledges the rent is due on the first day of the month. In the event that rent is not RECEIVED by the first day of the month, or in the event of a dishonored bank check by the Lessee, recognizing the damage, costs and injury resulting therefrom, Lessee agrees to pay a late charge as agreed upon damages for each payment made after first of month, or for each dishonored bank check, which, because actual damages of late payment or for dishonored checks are extremely difficult to fix or determine, shall compensate Lessor for additional administrative overhead, including but not limited to additional bookkeeping expense, letters, telephone calls, filing and related expenses. Such sum is not interest for the use of the money but is an amount the parties treat as the Lessor's damage for the additional expense of processing and handling late payments and dishonored checks. PAYMENT OF LATE CHARGE SHALL NOT AUTOMATICALLY RE-INSTATE LEASE.

**20. TIME OF THE ESSENCE AND CASH FLOW:**

Lessee recognizes that time is of the essence; that means, all payments must be made promptly on the due date without any delay with respect to monthly rental installments, and that an interruption of the cash flow is highly damaging to Lessor. Lessee agrees not to withhold any rental payment or reduce the amount of rental payment, for any reason whatsoever.

**21. TOTAL OR PARTIAL DESTRUCTION OF PREMISES FROM FIRE OR OTHER CASUALTY AND DISCONTINUANCE OF SERVICES:**

- a) In the event that the apartment is totally destroyed by fire, this Lease shall terminate as of the date of the casualty, unless Lessor advises Lessee that the apartment will be restored within one hundred twenty (120) days of the casualty. Should the Lease terminate, Lessee shall have no further obligation to pay rent or any further right to possession; if the casualty occurs in the middle of the month, Lessor shall rebate to the Lessee the proportionate share of the rent for that month as well as return the Security Deposit in accordance with the terms of this Lease.
- b) **LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE, COMPENSATION OR CLAIM BY REASON OF INCONVENIENCE OR ANNOYANCE ARISING FROM THE NECESSITY OF REPAIRING ANY PORTION OF THE BUILDING, THE INTERRUPTION IN THE USE OF THE APARTMENT, OR THE TERMINATION OF THIS LEASE BY REASON OF THE DESTRUCTION OF THE APARTMENT OR ANY OTHER PORTION OF THE PROPERTY WHICH RENDER THE APARTMENT UNABLE TO BE OCCUPIED.**

**22. DISCONTINUANCE OF SERVICES NOT SPECIFICALLY INCLUDED:**

The Lessor may stop providing any or all facilities furnished and services rendered by Lessor, not expressly covered by this Lease, it being understood that they are not a part of the rent payment for the apartment including, but not limited to, storage space, doorman service or other convenience features of the Property not necessary to the use and possession of the apartment.

**23. SEPARATE LEGAL ACTION BY LESSEE FOR ANY ALLEGED DEFAULT UNDER THIS LEASE OR ANY OTHER CLAIM AGAINST LESSOR:**

With respect to any action commenced by Lessor against Lessee for nonpayment of rental and/or possession, Lessee agrees not to state any defense to that claim other than by providing proof of payment. Lessee shall not bring any counterclaim arising out of the landlord-tenant relationship or any other claim, including any claim for personal injury or any claim arising from any other transaction, occurrence or interaction between Lessor and Lessee. Lessee does not waive such claim, but agrees that any such claim, whether arising under this Lease or arising out of any other transaction, occurrence or interaction, shall be brought in an independent separate legal action, and not as part of Lessor's legal action against Lessee.

**24. ESCROW IN EVENT OF DISPUTE:**

- a) In the event of any dispute between Lessor and Lessee concerning amounts due, the Lessee shall continue to pay all rental or, instead, shall pay those sums into a joint escrow account with a federally insured Savings and Loan Institution. The Lessor and/or Lessor's agent shall be co signers on this account and the deposits cannot be withdrawn without the consent of Lessor or Court order. Failure to place the disputed sums in an escrow account, with Lessor or its representative as co-escrow agent, shall be considered a default in payment of rent and the Lessee's right to possession of the apartment and/or the Lease shall be terminated without further notice.
- b) Lessee shall notify Lessor of his/her/its intention to place disputed sums into an escrow account.

at the time that the rent is due.

**25. RELEASES - CLAIMS MUST BE PRESERVED IN WRITING:**

Lessee hereby acknowledges that the payment of each monthly rental installment is a release of any and all claims, which are known, could or should have been known, that he/she/they may have against Lessor up to and including the date of payment except a claim for Security Deposit, unless written notice is enclosed with rental payment or by another written document during the month which relates to an incident after the last installment of rent was paid.

**26. ADDITIONAL COSTS INCLUDING EXPENSES OF LITIGATION AND ATTORNEY'S FEES:**

The word "COSTS" shall include all court costs and other costs incurred by Lessor in the course of any legal proceeding or arbitration to enforce the payment terms or other conditions of this lease, including but not limited to reasonable attorney's fees, the cost of filing the complaint, other filing costs, especially with the arbitration panel, depositions, expert's opinions and reasonable charges for Lessor's time and the time of Lessor's agent in the preparation and course of any such Judicial proceeding or Arbitration.

INTENDING TO BE LEGALLY BOUND, Lessee(s) hereby agree that if the Lessee(s) fails to observe any condition of this Lease, including non-payment of rent in a timely manner, creating a danger or annoyance to other tenants of the Property (which the law defines as nuisance) or remaining in the apartment after the term of the lease ends, Lessee agrees to pay, as additional rent, legal fees, collection costs and court costs, incurred as a result of Lessee's default of breach:

Sending Notice to Vacate:	\$ 75.00
Filing Landlord-Tenant Complaint	\$350.00(minimum)
Filing Writ of Possession	\$150.00
Filing Alias Writ	\$100.00

**These legal fees, collection fees and court costs will be incurred whether or not a court hearing is actually held. In the event that lessee wishes to assert any defense to the rental claim, all sums in dispute must be placed in an escrow account jointly held by Lessor and Lessee and proof of deposit must be given to Lessor in a timely manner. In order to assert any defense, Lessee must have given Lessor written notice of the defense and an itemization of the claim before the legal action is filed with a Court.**

**27. DAMAGES FOR BREACH OF LEASE:**

- a) RENT IS DUE ON THE FIRST DAY OF THE MONTH. Failure to make a rental payment by the fifth day of the month shall result in the termination of this right to possession automatically, without further notice of default. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND IT IS REQUIRED THAT ALL PAYMENTS MUST BE MADE ON TIME.
- b) In the event Lessee shall not pay rent on time, Lessee shall not only be subject to eviction (which is a Court procedure to remove a tenant from an apartment), but in the event of such eviction, shall also be responsible for all rental due to the date the tenant actually vacates, plus the time remaining on the Lease unless or until the apartment is re-rented and occupied.
- c) In the event of eviction (which results in Lessee being denied the right to occupy the apartment - a lock-out), Lessee agrees that Lessee shall have no right to remove furniture or any other personal property for a period of thirty (30) days from the eviction (lock-out) if Lessor filed the paperwork necessary to have the Sheriff seize control of and sell furniture, equipment and other moveable property in the apartment. Should the Sheriff seize control of such property, Lessee will not be entitled to repossession of furniture, equipment and other moveable property unless the judgment entered in Court is paid in full, plus interest, costs and attorney's fees.

**28. EARLY TERMINATION/DEATH CLAUSE - LIQUIDATED DAMAGES (EXCEPT FOR DEFAULT):**

It is understood and agreed that so long as Lessee is not in default of the Lease and remains current with all rent payments, should Lessee request to leave the apartment and not return (this term is defined as vacate) prior to the lease expiration date, or fail to give proper notice according to Section paragraph (1), Lessee must pay to Lessor, before vacating the apartment, a fee as agreed to damages to terminate the lease, and all obligations under said lease. The fee (agreed to damages) will be determined as follows:

- a) If Lessee vacates during the first year of a two year lease, the fee will be equal to six (6) month rent.
- b) If Lessee vacates during the first six months of a one (1) year lease, the fee will be equal to the total of three (3) months rent.
- c) If Lessee vacates between the first day of the seventh month through the last day of the ninth month, the fee will be equal to a total of two (2) months rents.
- d) If Lessee vacates between the first day of the tenth month but before the end of the lease term the fee will be equal to one (1) months rent, unless all monies due have been paid.
- e) If Lessee vacates prior to the expiration of any renewal term, Lessee will be liable for an agreed amount according to the same formula for the initial term set forth above (i.e., first through sixth

months, three (3) months rent, etc.) as if the Lessee was occupying the apartment with a one (1) year lease term.

THE PAYMENT OF LIQUIDATED DAMAGES SHALL BE APPLICABLE WHETHER LESSEE VACATES VOLUNTARILY OR IS EVICTED. LESSEE SHALL ALSO BE RESPONSIBLE FOR ANY LEGAL FEES INCURRED IN AND FORESEEABLE PURSUANT TO THIS PARAGRAPH. THE EFFECT OF THIS PARAGRAPH IS TO PUT A "CAP" ON THE AMOUNT OF MONEY THE LESSEE MUST PAY FOR THE REMAINING PORTION OF THE LEASE TERM AFTER LESSEE VACATES IN THE EVENT LESSEE VACATES BEFORE THE END OF THE LEASE. IN RETURN FOR WHICH, LESSEE IS NOT ENTITLED TO ANY REFUND OF ANY PREPAID MONTHLY RENT, SECURITY DEPOSIT OR ANY OTHER TYPE OF PAYMENT IF THE LESSOR RENTS THE UNIT. THE LIQUIDATED DAMAGES ARE TO COMPENSATE LESSOR FOR THE ADDITIONAL EXPENSE OF ADVERTISING, RENTAL COMMISSION, RE-DECORATING AND OTHER ADDITIONAL EXPENSES THAT WOULD NOT HAVE BEEN INCURRED IF THE LESSEE VACATED AT THE END OF THE TERM. SHOULD TENANT BE IN BREACH OF THE LEASE, THIS PARAGRAPH 28 DOES NOT OVERRIDE THE DEFAULT PROVISIONS OF THIS LEASE (ESPECIALLY PARAGRAPHS 26 & 27).

ADDITIONAL EXPENSES SHALL COMPENSATE THE LANDLORD FOR ADDITIONAL ADMINISTRATIVE AND BOOKKEEPING EXPENSES, RE-RENTAL COMMISSIONS, IF ANY, AND OTHER EXPENSES INCURRED IN HANDLING AN EARLY TERMINATION.

29. **RESPONSIBILITY OF NONRESIDENT CO-SIGNER:**

- a) **ALL NOTICES TO THE CO-SIGNER SHALL BE DIRECTLY SENT TO THE APARTMENT UNIT AND SHALL CONSTITUTE SUFFICIENT NOTICE UNDER THIS LEASE. Co-signer is responsible for all rent and all other terms and conditions of the Lease during the initial term of the Lease and any extensions and renewals. ANY WRITTEN NOTICES WILL BE DIRECTLY SENT TO THE RESIDENT AND IT WILL BE THE RESPONSIBILITY OF THE CO-SIGNER TO OBTAIN LETTERS OR OTHER WRITTEN NOTICES DIRECTLY FROM THE RESIDENTS OR, UPON REQUEST, FROM THE LESSOR.**
- b) **It shall be the responsibility of the co-signer to write to Lessor to determine whether or not there has been any violation of the Lease.**
- c) Co-signer shall be entitled to all the rights under this Lease except that co-signer Lessee shall not be entitled to possession and use of the apartment.

30. **JOINT AND SEVERAL LIABILITY:**

All signers of the Lease are fully responsible for all terms and conditions of the Lease. If there is more than one person signing the Lease, each person is fully responsible for the entire amount of the rent and all other obligations under the Lease regardless of whether or not that person continues to remain a resident in the apartment. Any notice required by this Lease may be given to any one person signing the Lease, and all signers will be deemed to have received such notice. There is no obligation to Lessor to pursue the collection of any obligation to Lessor of any rent or damages from the resident before pursuing collection against the co-signer or starting a legal action against one resident or starting it against the other. This means Lessor may file a Court of Law proceeding against one or more of the people signing the lease or all of the people signing the Lease, at Lessor's option.

31. **UNAUTHORIZED OCCUPANTS - SELF HELP LOCK-OUT:**

All adult occupants of the apartment must complete a Credit Application, pass the normal credit standards of the apartment complex, agree to, and sign the lease. Any occupant of the apartment who has not fulfilled these conditions shall not be protected by any provision of the Landlord/Tenant Act which is the Pennsylvania law covering matters between a Lessor and Lessee, nor shall any relationship between the Lessor and the unauthorized occupant be that of Lessor and Lessee and such occupant shall be considered a trespasser subject to being locked out without further notice. The presence of an unauthorized occupant residing in the apartment in excess of seven (7) days shall be grounds for termination of the Lease against the Lessee.

32. **ACCESS TO APARTMENT/LOCKS:**

- a) The Lessor and its employees and agents may enter the apartment after giving reasonable oral or written notice to the Lessee (i) for inspection, maintenance, repairs and improvements, (ii) to show it to possible buyers, mortgage lenders, contractors and insurers, and (iii) to show it to rental applicants.
- b) Lessee shall provide Lessor with telephone numbers at which Lessee can be reached during the day and evening hours. Lessee shall also provide Lessor with a telephone number of relative or friend with whom contact can be made for emergency purposes.
- c) It shall be deemed adequate notice if Lessor shall leave a written request at the apartment least twenty-four (24) hours prior to entry. It shall also be deemed that a request for repair shall be authorization to make that repair.

- d) At all times, Lessee shall provide Lessor with a key or keys to the apartment. **ADDITIONAL EXPENSES INCURRED BY LESSOR AS A RESULT OF LESSEE'S FAILURE TO PROVIDE KEYS AND/OR ACCESS TO THE PREMISES, INCLUDING BUT NOT LIMITED TO, ADDITIONAL SCHEDULING COSTS, SHALL BE BORNE BY LESSEE AND SHALL ALSO BE CONSIDERED A VIOLATION OF THIS LEASE AND GROUNDS FOR EVICTION.**
- e) Lessee shall not change any locks or install any additional locks, nor make any alterations or changes to the existing door locks or hardware without the express written consent of Lessor. In the event that the Lessee wishes to make a change in the lock cylinder, Lessee must request, in writing, that Lessor supply and install the replacement cylinder, for which Lessee shall be billed by Lessor.
- f) **IN CASE OF EMERGENCY** the Lessor and its employees and agents may enter the apartment at any time, without notice to the Lessee.

33. DELETED.

34. **SMOKE DETECTORS:**

Lessor has installed an electric smoke detector in the apartment which is hooked up to a central panel. Should the fire department be called due to an alarm signal (false or otherwise) which originates from Lessee's apartment, Lessee's rent account will be charged \$25.00 (each time).

Lessor does not take any responsibility to operate or maintain the smoke detector, except as stated below. It will be Lessee's responsibility to test the smoke detector at least once per calendar month, if it fails Lessee will immediately advise Lessor.

It is also required that Lessee vacuum the slots on the cover to prevent an accumulation of dust and grease. The cleaning procedure should be performed at least twice a year or more if there appears to be dirt, grease or other blockage.

Lessee is responsible for the maintenance and operation of the smoke detector and notifying the Lessor, in writing, of any malfunction.

**ALL WARRANTIES FROM THE SMOKE DETECTOR MANUFACTURER ARE LIMITED TO A PERIOD OF ONE (1) YEAR FROM THE PURCHASE DATE. LESSOR DOES NOT MAKE ANY WARRANTY OF ANY KIND FOR THE OPERATION OF THIS UNIT FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR DOES NOT MAKE ANY WARRANTY OF ANY KIND WITH REGARD TO OPERATION OF THE SMOKE DETECTORS WITHIN THE APARTMENT OR ANY DETECTORS LOCATED IN PUBLIC AREAS.**

35. **TERMINOLOGY/DEFINITION OF LESSOR-LESSEE:**

From time to time, in this Lease, the words "Tenant", "Lessee" and "Resident" are used interchangeably. From time to time, in this Lease, the words "Special Clauses" and "Rider" are used interchangeably. The word "Lessor", as used herein, shall include the Owner and the Landlord, whether person, firm or corporation, as well as the person or entity that lawfully succeeds to Lessor's rights or takes its place, each of whom shall have the same rights, remedies, powers, privileges and obligations as though he she, it or they had originally signed this lease as Lessor, including the right to proceed in his, her, its or their own name.

The word "Lessee", as used herein, shall include the Tenant, whether person, firm or corporation, as well as the person or entity that lawfully succeeds to Lessee's rights or takes its, his, her, their place, each of whom shall have the same rights, remedies, powers, privileges, and shall have no other liabilities rights, privileges or powers than he, she, it or they would have been under or possessed had he, she it or they originally signed this Lease as lessee

36. **EFFECT OF LESSOR'S PRIOR DECISION TO NOT EXERCISE ITS RIGHTS IN THE PAST DOES NOT AFFECT FUTURE RIGHT TO ENFORCE TERMS AND CONDITIONS OF LEASE:**

The Lessor shall have the right, at all times, to enforce any or all the covenants and provisions of this lease, notwithstanding the failure of the Lessor at previous time, or times, to enforce Lessor's right under any of the paragraphs and provisions of this Lease.

37. **HEIRS, SUCCESSORS, ASSIGNEES, AND TRANSFEREE OF LESSOR:**

Any purchaser of the property or any assignee, transferee or personal representative of the Lessor shall be entitled to enforce all terms and conditions of this Lease.

38. **SEVERABILITY/INVALIDITY OF A PROVISION:**

If any portion of this Lease shall be deemed invalid, the remaining portions of the Lease will not be affected and all other terms and conditions, except the invalid provision, shall remain in full force and effect.

39. **INABILITY TO GIVE POSSESSION**

If Lessor is unable to deliver the apartment to Lessee at the beginning of the term, then Lessor shall have an additional thirty (30) days to deliver possession of the apartment. If Lessor cannot deliver possession of the apartment within thirty (30) days, then this Lease shall be terminated and be without force and effect. And any sums paid by Lessee shall be returned and Lessee shall have no further claims against Lessor.

**40. ALTERNATIVE DISPUTE RESOLUTION:**

- a) (1) All disputes between both Lessor and Lessee, **EXCEPT A CLAIM FOR BODILY INJURY**, may be submitted at Lessor's election to the **American Arbitration Association** for dispute resolution. **THE LESSOR MAY ELECT TO PROCEED IN MUNICIPAL COURT OR DISTRICT JUSTICE COURT OR TO ENFORCE PAYMENT OF RENT AND OBTAIN POSSESSION.**
- (2) The Arbitrator shall have the right to determine all disputes between the Lessor and Lessee with regard to the subject matter of this Agreement, the jurisdiction of the Arbitrator, the validity and enforceability of the Agreement or any provision in the Agreement and any issues of fraud, mistake or coercion, including any claim that the document may be void as a contract between the Lessor and Lessee.
- (3) The Arbitrator's jurisdiction shall include, but not be limited to, the enforcement of any payment term, the enforcement of any condition of the contract, the interpretation of the contract and anything else whatsoever relating to the contract or to the use, occupancy in the possession of the premises, **EXCEPT FOR A CLAIM FOR BODILY INJURY.**
- (4) In the event Lessor wishes to submit any such dispute to the **American Arbitration Association** he or she shall do so by notifying the **American Arbitration Association** and requesting a hearing to be scheduled as soon as practicable.
- (5) At the time of such scheduling, each party shall be required to pay the **American Arbitration Association** the normal fee for a one (1) day hearing. Should either party fail to submit to Arbitration and/or fail to pay the fees and cost of the **American Arbitration Association**, that party will not be able to attend or participate in any proceeding and shall not be permitted to present any evidence in the proceeding. The Arbitrator may also enter an award against the party who fails to appear or fails to participate in the proceeding or fails to pay the appropriate fees and such Lessor and Lessee shall be deemed to have waived its right to be heard, cross-examined or present evidence.
- (6) The decision by the **American Arbitration Association** shall be binding on Lessor and Lessee, and may be entered as an award on the docket of any Court of competent jurisdiction, including but not limited to, the Court or any county of the Commonwealth, or any Federal Court, or any other jurisdiction where the Tenant has or may have assets.
- (7) Both Lessor and Lessee shall cooperate in the scheduling of **NON-JUDICIAL ALTERNATIVE DISPUTE RESOLUTION OR ARBITRATION** in this matter including making the Lessor and Lessee and their attorneys and witnesses available for hearings or conferences by the Arbitrator.
- (8) The Arbitrator shall determine all issues of scheduling conflicts and the Arbitrator is hereby directed by both Lessor and Lessee to act in a manner to promptly, efficiently, and inexpensively resolve disputes between the Lessor and Lessee.
- (9) To the extent that it is reasonable, the Lessor and Lessee recognizing that neither has subpoena power, shall provide witnesses within his/her/its control or make relevant information within his/her/its control from third party witnesses or third party sources available to the Arbitrator, i.e., documents prepared by third Lessor and Lessee that are in the control of either the Landlord or the Tenant shall be submitted to the Arbitrator.
- b) **BOTH LESSEE AND LESSOR WAIVE THE RIGHT TO JURY TRIAL IN ANY MUNICIPAL COURT OR DISTRICT JUSTICE COURT ACTION OR ANY APPEAL FROM MUNICIPAL COURT OR DISTRICT JUSTICE COURT OR ANY ACTION COMMENCED IN THE COURT OF COMMON PLEAS OR FEDERAL DISTRICT COURT, EXCEPT THAT SUCH WAIVER SHALL NOT APPLY TO ANY CLAIM FOR BODILY INJURY.**

**41. CREDIT INFORMATION:**

The credit information provided by Lessee to Lessor shall be made part of this Lease. Any misrepresentation in these financial statements or any misrepresentations contained in any part of the rental application shall be considered a violation of this lease for which an eviction action to recover possession of the apartment may be commenced

**42. MORTGAGE FORECLOSURE:**

If there is a mortgage foreclosure of the property resulting in a Sheriff's sale, then all Leases in excess of one year shall be subject to termination by the mortgage holder. If the Lease is for one year or less and the Lessee is not in default, this Lease shall continue in accordance with these terms.



**43. ALL REMEDIES SHALL BE ADDED TOGETHER:**

If Lessee(s) fails to fulfill Lessee's obligation under this Lease or violates any provisions of this lease, Lessee shall be subject to legal action for eviction and/or legal action for a claim for agreed upon damages and/or actual damages, costs and expenses as well as unpaid rental.

Termination of this Lease shall not deprive Lessor of any right or remedy in law or equity.

Obtaining possession of the apartment, either by eviction or by Lessee's giving back the apartment before the end of the Lease as may be renewed or extended (without Lessor's agreement to accept it), is not a waiver of Lessor's right to obtain money damages, either actual or agreed to, and/or obtain rent, nor is bringing any action for non-payment of rent or any action for the violation of this Lease, or resort to any other remedy, waiver of Lessor's right to obtain possession of the apartment.

**44. CERTIFICATE OF FACTS (ESTOPPEL CERTIFICATE):**

Lessee, within ten (10) days after request by Lessor shall sign, acknowledge, and deliver to Lessor a statement certifying that this Lease is unmodified, and in full force and effect (or that it is in full force and effect as modified, listing any and all modifications), the dates to which rent and other charges have been paid, and whether or not, to the best of Lessee's knowledge, Lessor is in default or whether such party has any claims or demands against the other party (and, if so, the default, claim and/or demand shall be specified).

Any such certificate may contain such reasonable provisions as the requesting person or entity thereof may desire. The person or entity giving such certificate shall thereafter have no right to deny the truth of any statement made in such certificate, especially since the other party to the Lease and/or its lender will rely on the certificate.

**45. WAIVERS**

- a) **1. TENANT WAIVES A FORMAL NOTICE TO QUIT UNDER THE LANDLORD AND TENANT ACT OF 1951, SHOULD TENANT BE IN DEFAULT OF THE LEASE. THIS MEANS THAT THE LANDLORD CAN INSTITUTE A LEGAL ACTION AGAINST YOU WITHOUT NOTICE ALTHOUGH LANDLORD WILL CUSTOMARILY GIVE A TENANT UP TO FIVE (5) DAYS NOTICE TO CURE AND/OR VACATE THE APARTMENT. THE WAIVER OF NOTICE DOES NOT MEAN THAT YOU HAVE WAIVED YOUR RIGHT TO A COURT HEARING IN AN OPPORTUNITY TO PRESENT A DEFENSE. (SEE PARAGRAPH 23).**
- b) **BOTH LESSEE AND LESSOR WAIVE THE RIGHT TO JURY TRIAL IN ANY MUNICIPAL COURT OR DISTRICT COURT ACTION OR ANY APPEAL FROM MUNICIPAL COURT OR DISTRICT COURT OR ANY ACTION COMMENCED IN THE COURT OF COMMON PLEAS OR FEDERAL DISTRICT COURT, EXCEPT THAT SUCH WAIVER SHALL NOT APPLY TO ANY CLAIM FOR BODILY INJURY. (See paragraph 40).**
- c) **FAILURE TO COMPLETE MOVE-IN CHECKLIST WITHIN THREE (3) DAYS INDICATES AGREEMENT THAT APARTMENT AND ALL EQUIPMENT IS IN GOOD AND SATISFACTORY CONDITION.**
- d) **LESSEE AGREES NOT TO BRING COUNTERCLAIM TO ANY LEGAL ACTION COMMENCED BY LESSOR; ANY SUCH CLAIM WILL BE BROUGHT IN AN INDEPENDENT SEPARATE LEGAL ACTION.**
- e) **PAYMENT OF MONTHLY RENTAL INSTALLMENT IS A RELEASE OF ANY AND ALL CLAIMS AGAINST LESSOR UNLESS WRITTEN NOTICE IS GIVEN. (See paragraph 25)**
- f) **LESSEE HEREBY WAIVES ANY CLAIM AGAINST LESSOR FOR ANY DAMAGE TO PROPERTY BY REASON OF THE USE OF OR OPERATION OF LAUNDRY EQUIPMENT**
- g) **THE LESSOR WILL NOT BE RESPONSIBLE FOR ANY PROPERTY LEFT WITH ANY OF ITS EMPLOYEES OR AGENTS OR IN ANY PART OF THE BUILDING.**
- h) **LESSOR IS LIABLE FOR BODILY INJURY CAUSED BY LESSOR'S NEGLIGENCE OR THE NEGLIGENCE OF LESSOR'S EMPLOYEES AND AGENTS EXCEPT AS RELATED TO DEFECTIVE OR DANGEROUS CONDITION ON THE PROPERTY. (See paragraph 11).**
- i) **SHOULD THE LESSEE NOT RESPOND WITHIN FIFTEEN (15) DAYS TO A NOTICE OF RENEWAL AND/OR FAIL TO GIVE NINETY (90) DAYS NOTICE OF TERMINATION PRIOR TO THE ENDING DATE OF THIS LEASE, THEN THE LEASE SHALL BE RENEWED ON THE TERMS AND CONDITIONS OF THE RENEWAL NOTICE. (See paragraph 7).**
- j) **THE LESSOR WILL NOT BE RESPONSIBLE FOR ANY NON-BODILY INJURY OR NO BODILY DAMAGES, SPECIFICALLY, LESSOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO FURNITURE, EQUIPMENT AND/OR OTHER MOVEABLE PROPERTY OR ANY CONSEQUENTIAL DAMAGE (SPECIAL OR INDIRECT) FORESEEABLE (UNFORESEEABLE INCURRED BY LESSEE, LESSEE'S INVITEES OR PERSONS ON PREMISES WITH LESSEE'S KNOWLEDGE OR CONSENT THAT WOULD BE COVERED BY SUCH A POLICY OF INSURANCE, WHETHER SUCH DAMAGE IS A RESULT OF LESSOR NEGLIGENCE, THE NEGLIGENCE OF LESSOR'S AGENTS OR INVITEES, OR FOR ANY OTHER REASON WHATSOEVER. (See paragraph 3).**
- k) **LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE, COMPENSATION OR CLAIM**



- REASON OF INCONVENIENCE OR ANNOYANCE ARISING FROM THE NECESSITY OF REPAIRING ANY PORTION OF THE BUILDING, THE INTERRUPTION IN THE USE OF THE APARTMENT, OR THE TERMINATION OF THIS LEASE BY REASON OF THE DESTRUCTION OF THE APARTMENT OR ANY OTHER PORTION OF THE PROPERTY WHICH RENDERS THE APARTMENT UNABLE TO BE OCCUPIED. (See paragraph 20).
- m) ALL WARRANTIES FROM THE SMOKE DETECTOR MANUFACTURER ARE LIMITED TO A PERIOD OF ONE (1) YEAR FROM THE PURCHASE DATE. LESSOR DOES NOT MAKE ANY WARRANTY OF ANY KIND FOR THE OPERATION OF THIS UNIT FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR DOES NOT MAKE ANY WARRANTY OF ANY KIND WITH REGARD TO OPERATION OF THE SMOKE DETECTORS WITHIN THE APARTMENT OR ANY DETECTORS LOCATED IN PUBLIC AREAS. (See paragraph 34).
- n) IF THERE SHALL BE MORE THAN ONE LESSEE, ANY NOTICE REQUIRED OR PERMITTED BY THE TERMS OF THIS LEASE MAY BE GIVEN BY OR TO ANY ONE PERSON, AND SHALL HAVE THE SAME FORCE AND EFFECT AS IF GIVEN BY OR TO ALL PEOPLE WHO SIGNED THE LEASE AS THE "LESSEE." (See paragraph 37).

**46. SIGNATURES:**

THE UNDERSIGNED HEREBY REPRESENT THAT THEY HAVE READ AND UNDERSTAND THE ABOVE CONTRACT. THE Lessor and Lessee HERETO UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENTS AND INTENDING TO BE LEGALLY BOUND, THEY HAVE SIGNED IT. IN WITNESS WHEREOF, the Lessor and Lessee hereto. INTENDING TO BE LEGALLY BOUND HEREBY, have hereunto set their hands and seals the day and year first above written

**RITTENHOUSE CLARIDGE, L.P.  
BY ITS SOLE GENERAL PARTNER  
RITTENHOUSE CLARIDGE, INC.**

LESSEE: \_\_\_\_\_

LESSOR: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

LESSEE: \_\_\_\_\_

RESIDENT MANAGER: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

LESSEE: \_\_\_\_\_

DATED: \_\_\_\_\_

LESSEE/COSIGNER: \_\_\_\_\_

DATED: \_\_\_\_\_

LESSEE/COSIGNER: \_\_\_\_\_

DATED: \_\_\_\_\_